

BILL NO. S-78-12-01

SPECIAL ORDINANCE NO. S- 02-79

AN ORDINANCE approving a contract for Improvement Resolution No. 5822-78, between the City of Fort Wayne, Indiana and Martin, Inc. for demolition of buildings.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated November 22, 1978, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Martin, Inc., for:

demolition of buildings and structures and clearing site at Police Garage and CETA Buildings at 324 East Berry Street,

under Board of Public Works Improvement Resolution No. 5822-1978, at a total cost of \$6,950.00, all as more particularly set forth in said contract which is on file in the office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.



Councilman

APPROVED AS TO FORM
AND LEGALITY,



CITY ATTORNEY

Read the first time in full and on motion by _____, seconded by

V. Schmidt, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 12-12-78

Charles W. Utterman
CITY CLERK

Read the third time in full and on motion by V. Schmidt,

seconded by George, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 1-5-79

Charles W. Utterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. S-02-79 on the 9th day of January, 1979.

ATTEST: (SEAL)

Charles W. Utterman
CITY CLERK

Winifred C. Wm. JR.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of January, 1979, at the hour of 11:30 o'clock 4 M., E.S.T.

Charles W. Utterman
CITY CLERK

Approved and signed by me this 17th day of January, 1979, at the hour of 2:00 o'clock 8 M., E.S.T.

Rahel Elumchong
MAYOR

Bill No. S-78-12-01

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract for Improvement Resolution No. 5822-78, between
the City of Fort Wayne, Indiana and Martin, Inc. for demolition of
buildings

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN

VIVIAN G. SCHMIDT - VICE CHAIRMAN

JOHN NUCKOLS

PAUL M. BURNS

FREDRICK R. HUNTER

William T. Hinga

Vivian G. Schmidt

John Nuckols

Paul M. Burns

Fredrick R. Hunter

1-9-79
DATE

City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk



To Mayor Robert E. Armstrong Date 11-22-78

From Charles W. Westerman - City Clerk

Subject Appearance before Common Council 11-28-78 *FOR*

COPIES TO:

Bill No. S-78-11-09

AN ORDINANCE approving an agreement with Clyde E. Williams & Assoc., Inc. for the Ardmore-Hillegas Street Corridor

Bill No. S-78-11-10

AN ORDINANCE approving a Consultant Agreement with Clyde E. Williams & Associates, Inc., on Lake Avenue, Rudisill Blvd., Bluffton Road & Crescent Avenue

Bill No. S-78-11-28

AN ORDINANCE approving a contract for Street Improvement Resolution No. 5816-1978, between the City of Fort Wayne, and Dailey Asphalt Products Co., Inc. for resurfacing certain streets.

Pursuant to the request of the Standing Committee Chairman of Public Works and Finance of the Common Council, the presence Henry P. Wehrenberg - Chairman of the Board of Public Works, is respectfully requested on November 28, 1978, 7:00 P.M., Room 128, Common Council Conference Room.

Common Council desires more information regarding the above ordinances.

Your cooperation will be greatly appreciated.

City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk



To Mayor Robert E. Armstrong Date 12-6-78

From Charles W. Westerman - City Clerk

Subject Appearance before Common Council 12-12-78

COPIES TO:

Bill No. S-78-11-09

AN ORDINANCE approving an agreement with Clyde E. Williams & Assoc., Inc. for the Ardmore-Hillegas Street Corridor

Bill No. S-78-11-10

AN ORDINANCE approving a Consultant Agreement with Clyde E. Williams & Associates, Inc., on Lake Avenue, Rudisill Blvd., Bluffton Road & Crescent Avenue

Pursuant to the request of the Standing Committee Chairman of Public Works and Finance of the Common Council, the presence of Henry P. Wherenberg - Chairman of the Board of Public Works is respectfully requested on December 12, 1978, 7:00 P.M., Room 128, Common Council Conference Room.

Common Council desires more information regarding the above ordinances.

Your cooperation will be greatly appreciated.

Richard
12/6/78



City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Mayor Robert E. Armstrong Date 12-20-78
From Charles W. Westerman - City Clerk
Subject Appearance before Common Council 1-9-79

COPIES TO:

BILL NO. S-78-11-10

AN ORDINANCE approving a Consultant Agreement with Clyde E. Williams & Associates, Inc., on Lake Avenue, Rudisill Blvd., Bluffton Road & Crescent Avenue

Pursuant to the request of the Standing Committee Chairman of Finance of the Common Council, the presence of Tom Manny, Traffic Engineer, is respectfully requested on January 9, 1979, 7:00 P.M., Room 128, Common Council Conference Room.

Common Council is interested in more information regarding the above project.

Your cooperation will be greatly appreciated.

W. Westerman



City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Mayor Robert E. Armstrong Date 12-20-78
From Charles W. Westerman - City Clerk
Subject Appearance before Common Council 1-9-79

COPIES TO:

BILL NO. S-78-11-10

AN ORDINANCE approving a Consultant Agreement with Clyde E. Williams & Associates, Inc, on Lake Avenue, Rudisill Blvd., Bluffton Road & Crescent Avenue

Pursuant to the request of the Standing Committee Chairman of Finance of the Common Council, the presence of Henry P. Wehrenberg, Chairman of the Board of Public Works, is respectfully requested on January 9, 1979, 7:00 P.M., Room 128, Common Council Conference Room.

Common Council would like to know why the cost of the consulting services is so great for this project.

Your cooperation will be greatly appreciated.

Richard

Original

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING
RATIFICATION

66-251-4
11-24-78

CONTRACT

This Agreement, made and entered into this 22 day of November, 1978

by and between _____

----- MARTIN, INC. -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5822-78: To demolish buildings and structures and clearing site at Police Garage and Ceta Bldgs. at 324 E. Berry St., more particularly located on Lot 64 and 5 feet from vacated alley in County Addition and Lot 272 and 5 feet from vacated alley in Hanna Addition.

by grading and paving the roadway to a width of ~~XXXXXXXXXX~~ feet with ~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~ upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5822-78 attached hereto and by reference made a part hereof. ~~and at the following prices per lineal foot:~~

At the following prices:

Building Demolition, Disposal and Clean Up	Five thousand, nine hundred dollars and no cents, per lump sum	\$5,900.00
Special Backfill & Compaction	Seven hundred dollars and no cents, per lump sum	700.00
Removal of Underground Fuel Tank(s)	Three hundred fifty dollars, and no cents, per lump sum	350.00
TOTAL	SIX THOUSAND NINE HUNDRED FIFTY DOLLARS AND NO CENTS	\$6, 950.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5822-76 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before ***, 19 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

 , 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this

day of , 19

ATTEST:

Kim Martin
Corporate Secretary

MARTIN, INC.

BY: Tom Martin

ITS: Per

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

ATTEST:

Secretary and Clerk

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

***Within forty-five (45) working days as determined by the Street Engineer or representative, after contract is approved by City Council.

GUARANTY BOND

Know All Men by These Presents, That we _____

_____ MARTIN, INC. _____ Contractors

as principal, and _____

_____ AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA -- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIX THOUSAND,

NINE HUNDRED FIFTY DOLLARS AND NO CENTS _____

_____ (\$ 6,950.00.)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

_____ MARTIN, INC. _____

did on the _____ 14th _____ day of November, 1978

_____, enter into a contract with the City of Fort Wayne to construct a

_____ PAVEMENT

xx Resolution No. 5822-78: To _____ ~~SEWER~~ ~~FROM~~ ~~demolish~~ buildings and structures

and clearing site at Police Garage and Ceta Bldgs. at 324 E. Berry St., more

particularly located on Lot 64 and 5 feet from vacated alley in County Addition

and Lot 272 and 5 feet from vacated alley in Hanna Addition.

_____ according to certain plans and specifications, and

also warranting and guaranteeing the work/for a period of three years

material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said _____

MARTIN, INC. _____ shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this _____ 14th _____ day of November, 1978

ATTEST: _____ MARTIN, INC. _____ (SEAL)

x *Kene Martin* _____ BY: x *Tom Math* _____ (SEAL)
Corporate Secretary AMERICAN STATES INSURANCE COMPANY

ITS: *Lane & Ross* _____ (SEAL)

Approved this _____ day of _____

ATTEST: _____

Secretary and Clerk

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we -----

MARTIN, INC. -----

as principal, and ----- AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA -----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of -----

----- SIX THOUSAND, NINE HUNDRED FIFTY DOLLARS AND NO CENTS -----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 6,950.00) -----

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the 14th -

November, 1978

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 14th day of November, 1978

ATTEST:

MARTIN, INC. (SEAL)

x Tim Martin
Corporate Secretary

BY: x Tom Malt (SEAL)

ITS: AMERICAN STATES INSURANCE CO (SEAL)

BY: Lane I Ross (SEAL)

Approved this ----- day of -----

ATTEST:

Secretary and Clerk

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

NOVEMBER 6, 1978

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint C. H. YASTE, ARTHUR C. FRERICKS,
DONALD T. BELBUTOWSKI, GERALD A. DAHLE, LEONARD SHIRLEY, JOSEPHINE E. STACKHOUSE,
DAVID J. STEFFEN & IANE I. ROSS----- (Jointly or Severally)-----

of Ft. Wayne and State of Indiana
 its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder
shall not exceed FIVE MILLION AND NO/100ths (\$5,000,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 19th day of December

A. D. 19 75

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
 Second Vice-President

ATTEST: Stanley L. Riegel
 Assistant Secretary

STATE OF INDIANA }
 COUNTY OF MARION } SS:

On this 19th day of December, A. D. 19 75, before me personally came

William M. Evans

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977
 My Commission Expires

Debra Kay Driscoll
 Notary Public

STATE OF INDIANA }
 COUNTY OF MARION } SS:

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 14th

day of November, A. D. 19 78

(SEAL)

Stanley L. Riegel
 Assistant Secretary

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

Improvement Resolution

BUILDING DEMOLITION

Form 1929

No. 5822-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ demolish buildings and structures and clearing site
 at Police Garage and Ceta Buildings at 324 East Berry Street. More particularly
 located on lot 64 and 5 feet from vacated alley in County Addition and lot 272 and 5
 feet from vacated alley in Hanna Addition.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
 Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder
 will be to the general public of the City of Fort Wayne and that no special benefits
 will accrue to any property owner adjoining said improvement or otherwise assessable
 under said improvement. The cost of said improvement shall be paid by City of Fort
 Wayne.

Adopted, this _____ day of _____

ATTEST:

 Secretary and Clerk

BOARD OF PUBLIC WORKS:

S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY

THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCT., NOV. AND DEC., 1978. in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.60	55¢	1.25			3if
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
BRICKLAYER	S	11.14	45	50		1	4if
CARPENTER (BUILDING) (HIGHWAY)	S	10.57		6½		8	2if
	S	10.23	60	60		5	2if
CEMENT MASON	S	9.70	75	80		1	
	S	12.00	50	3½+30		6	
ELECTRICIAN	S	11.63½	89½	69	8½	6	
ELEVATOR CONSTRUCTOR	S	10.79		25	40	4	25¢holid
GLAZIER	S	11.80	90	1.30		2	2if
IRON WORKER	S-SS						
	US	7.70-8.70	70	50		9	
	S-SS	7.60-8.45	70	50		9	
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS	7.60-8.40	70	50		9	
	S	10.60		60		1	2if
LATHER	S	10.90		6½		2	2if
MILLWRIGHT & PILEDRIVER	S-SS						
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	US	8.10-11.90	55	65		9	
	S-SS-US	8.16-10.87	55	65		8	
	S-SS-US	8.16-10.87	55	65		5	
	S	9.25-10.25	50	65		12	6misc.
PAINTER	S	9.74	60	80		2	
PLASTERER	S	12.10	55	90		7	4if
PLUMBER & STEAMFITTER	S	8.75-10.80					
MOSAIC & TERRAZZO GRINDER	S	10.90		10			
ROOFER	S	11.98	50	60		10	14if
SHEETMETAL WORKER	S-SS						
	US	9.18-10.13	26.00pw	31.00pw			
	S-SS-US	8.75-9.35	27.50pw	31.00pw			
TEAMSTER (BUILDING) (HIGHWAY)	S-SS						
	US	9.18-10.13	26.00pw	31.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 28 DAY OF Sept, 1978

Wayne T. Kelson
REPRESENTING GOVERNOR, STATE OF INDIANA

Representing the Awarding Agent

Frank M. Price
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4342

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR IMP. RES. NO. 5822-78 - DEMOLITION BLDGS.

MARTIN, INC., CONTR.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

2-78-12-01

SYNOPSIS OF ORDINANCE CONTRACT FOR IMPROVEMENT RESOLUTION NO. 5822-78, DEMOLITION OF BUILDINGS
AND STRUCTURES AND CLEARING SITE AT POLICE GARAGE AND CETA BUILDINGS AT 324 EAST BERRY STREET,
MARTIN, INC., CONTRACTOR FOR THE PROJECT, IN THE AMOUNT OF \$6950.00

(CONTRACT ATTACHED)

(PRIOR APPROVAL ACQUIRED NOVEMBER 8, 1978)

EFFECT OF PASSAGE CLEARING SITE FOR PARKING IN CONJUNCTION WITH RENOVATION OF OLD CITY HALL

EFFECT OF NON-PASSAGE BUILDINGS TO STAND EMPTY

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$6950.00 FROM '78 CUMULATIVE CAPITAL

ASSIGNED TO COMMITTEE _____

TITLE OF ORDINANCE Zoning Ordinance Amendment 3-78-11-57.

DEPARTMENT REQUESTING ORDINANCE Long Range Planning & Zoning - CD&P

SYNOPSIS OF ORDINANCE Block bounded by Cottage, Indiana, South Wayne &

Wildwood. Block bounded by Wildwood, Indiana, Kinnaird, & South Wayne. One-half

block area bounded by Kinnaird, South Wayne, Indiana, & the first E-W alley North

of Cottage. One-half block bounded by Cottage, Beaver, Indiana and the first

E-W alley South of Cottage.

EFFECT OF PASSAGE Property is now zoned R2 - Two Family Residential.

Property will become R1 - One Family Residential.

EFFECT OF NON-PASSAGE Property will remain R2 - Two Family Residential.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

ASSIGNED TO COMMITTEE (J.N.) _____



OFFICE OF THE CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

charles w. westerman, clerk -:- room 122

January 18, 1979

Ms. Virginia Grace
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, IN 46802

Dear Ms. Grace:

Please give the attached full coverage on the dates of January 22, 1979 and January 29, 1979, in both the News Sentinel and Journal Gazette.

RE: Legal Notice for Common
Council of Fort Wayne, IN

Zoning Map Ordinances:

Bill No. Z-78-11-19

Zoning Map Ordinance No. Z-01-79

Bill No. Z-78-11-20

Zoning Map Ordinance No. Z-02-79

Bill No. Z-78-22-22

Zoning Map Ordinance No. Z-03-79

Bill No. Z-78-11-57

Zoning Map Ordinance No. Z-04-79

Bill No. Z-78-11-58

Zoning Map Ordinance No. Z-05-79

Bill No. G-78-10-06

General Ordinance No. G-02-79

Bill No. Z-78-11-61

Zoning Map Ordinance No. Z-06-79

Please send us 24 copies of the Publisher's Affidavit from both newspapers. Thank you.

CWW/ne

Sincerely,

Charles W. Westerman

LEGAL NOTICE

Notice is hereby given that on the 9th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. Z-78-11-19 -- Zoning Map Ordinance No. Z-01-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. L-7

Notice is hereby given that on the 9th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session do pass the following Bill No. Z-78-11-20 -- Zoning Map Ordinance No. Z-02-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. L-3 & L-7

Notice is hereby given that on the 9th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. Z-78-11-22 -- Zoning Map Ordinance No. Z-03-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. I-26

Notice is hereby given that on the 9th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill Z-78-11-57 -- Zoning Map Ordinance No. Z-04-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. L-7

Notice is hereby given that on the 9th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. Z-78-11-58 -- Zoning Map Ordinance No. Z-05-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. M-30

Notice is hereby given that on the 9th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. Z-78-11-61 -- Zoning Map Ordinance No. Z-06-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. R-14

Notice is hereby given that on the 9th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. G-78-10-06 -- General Ordinance No. G-02-79, being AN ORDINANCE amending General Ordinance No. G-97 by authorizing the vacation of a certain street

I, Charles W. Westerman, Clerk of the City of Fort Wayne, Indiana do hereby certify that Bill No. Z-78-11-19 -- Zoning Map No. Z-01-79; Bill No. Z-78-11-20 -- Zoning Map Ordinance No. Z-02-79; Bill No. Z-78-11-22 -- Zoning Map Ordinance No. Z-03-79; Bill No. Z-78-11-57 -- Zoning Map Ordinance No. Z-04-79; Bill No. Z-78-11-58 -- Zoning Map Ordinance No. Z-05-79; Bill No. Z-78-11-61 -- Zoning Map Ordinance No. Z-06-79; Bill No. G-78-10-06 -- General Ordinance No. G-02-79; were passed by the Common Council on the 9th day of January, 1979, and said Ordinances were duly signed and approved by the Mayor on the 17th day of January, 1979, and now remains on file and on record in my office.

Copies of said Bill No. Z-78-11-19 --- Zoning Map Ordinance No. Z-01-79;
Bill No. Z-78-11-20 --- Zoning Map Ordinance No. Z-02-79;
Bill No. Z-78-11-22 --- Zoning Map Ordinance No. Z-03-79;
Bill No. Z-78-11-57 --- Zoning Map Ordinance No. Z-04-79;
Bill No. Z-78-11-58 --- Zoning Map Ordinance No. Z-05-79;
Bill No. Z-78-11-61 --- Zoning Map Ordinance No. Z-06-79;
Bill No. G-78-10-06 --- General Ordinance No. G-02-79;

will be available for reading in the following places in Fort Wayne, Allen County, Indiana.

- (1) The main floor lobby of the City-County Building
- (2) The bulletin board in the lobby of the Downtown Fort Wayne Public Library
- (3) The bulletin board in the lobby at the East door of the Allen County Court House

Copies of said Bill No. Z-78-11-19 --- Zoning Map Ordinance No. Z-01-79;
Bill No. Z-78-11-20 --- Zoning Map Ordinance No. Z-02-79;
Bill No. Z-78-11-22 --- Zoning Map Ordinance No. Z-03-79;
Bill No. Z-78-11-57 --- Zoning Map Ordinance No. Z-04-79;
Bill No. Z-78-11-58 --- Zoning Map Ordinance No. Z-05-79;
Bill No. Z-78-11-61 --- Zoning Map Ordinance No. Z-06-79;
Bill No. G-78-10-06 --- General Ordinance No. G-02-79;

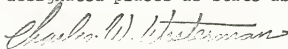
will be available for reading in the following places in Fort Wayne, Allen County, Indiana.

- (1) The Reference Room in the north end of the main floor in said Downtown Public Library
- (2) The Journal of the Common Council Proceedings in the Office of the City Clerk of Fort Wayne, Indiana, Room 122, City-County Building, Fort Wayne, Indiana



Charles W. Westerman
City Clerk

I, Charles W. Westerman, Clerk of the City of Fort Wayne, Indiana, fulfilled and posted the above ordinances in the designated places as state above on January 22, 1979.



Charles W. Westerman
City Clerk

Common Council of Fort Wayne
(Governmental Unit)

To..... JOURNAL-GAZETTE.....

Allen..... County, Ind.

FORT WAYNE, INDIANA

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) - number of equivalent lines

Head..... number of lines

Body..... number of lines

Tail..... number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

137..... lines..... 1..... columns wide equals..... 137..... equivalent lines at..... \$259.48..... \$ 35.48
cents per line

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two)

TOTAL AMOUNT OF CLAIM.

\$ 16.48

DATA FOR COMPUTING COST

Width of single column 9.9 cms

Size of type..... 5 1/2..... point

Number of insertions..... 2.....

Size of quad upon which type is cast..... 2 1/2.....

Pursuant to the provision and penalties of Ch. 89, Acts 1967.

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same is been paid.

Date Jan. 29..... 19..... 79.....

Title..... CLERK.....

Legal Notice	Legal Notice	Legal Notice	Legal Notice	Legal Notice	Legal Notice	Legal Notice	Legal Notice
Notice is hereby given that on the 8th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. Z-63-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. 1-28.	Notice is hereby given that on the 8th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. Z-63-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. 1-28.	Notice is hereby given that on the 8th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. Z-63-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. 1-28.	Notice is hereby given that on the 8th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. Z-63-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. 1-28.	Notice is hereby given that on the 8th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. Z-63-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. 1-28.	Notice is hereby given that on the 8th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. Z-63-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. 1-28.	Notice is hereby given that on the 8th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. Z-63-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. 1-28.	Notice is hereby given that on the 8th day of January, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. Z-63-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. 1-28.
1-28-79	1-28-79	1-28-79	1-28-79	1-28-79	1-28-79	1-28-79	1-28-79

which was duly published in said paper for..... two..... times....., the dates of publication being as follows:

1/22-29/79

Subscribed and sworn to before me this 29th day of January 1979

My commission expires... SEP 28 1979

Notary Public

Common Council of Fort Wayne
(Governmental Unit)

To JOURNAL-GAZETTE Dr.

Allen County, Ind.

FORT WAYNE, INDIANA

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) - number of equivalent lines

Head number of lines

Body number of lines

Tail number of lines

Total number of lines in notice

135

2

137

COMPUTATION OF CHARGES

137 lines, 1 columns wide equals 137 equivalent lines at .259¢ \$ 35.48

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two)

11.00

TOTAL AMOUNT OF CLAIM.

\$ 46.48

DATA FOR COMPUTING COST

Width of single column 9.9 ems

Size of type 3 1/2 point

Number of insertions 2

Size of quad upon which type is cast 3 1/2

Pursuant to the provision and penalties of Ch. 89, Acts 1967.

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date Jan. 29, 1979

Title CLERK

PUBLISHER'S AFFIDAVIT

State of Indiana
Allen County SS:

Personally appeared before me, a notary public in and for said county and state, the undersigned ARVILLA DEWALD who, being duly sworn, says that she is CLERK of the

JOURNAL-GAZETTE
a DAILY newspaper of general circulation printed and published in the English language in the city of FORT WAYNE, INDIANA town of

in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for two times, the dates of publication being as follows:

1/22-29/79

Subscribed and sworn to before me this 29th day of January 1979

My commission expires SEP 28 1979

e Grand Prix victo

place late in the race. Earlier he had been on the point of passing Depailler — then in second place — but he said, "My engine didn't work as well as it should have so I waited so as not to push it too hard."

Laffite's average speed was 123 mph. He finished the 53-lap race in one hour,

held second place through most of the race. But Laffite relinquished the position to Reutemann in the 46th lap, just before entering the pits. Watson to over third when the Frenchman return to the track.

"It was really a very easy victory! I me," Laffite said as he signed au